

REMARKS

The office action of July 21, 2003, has been carefully reviewed and these remarks are responsive thereto. Reconsideration and allowance of the instant application are respectfully requested. Applicants respectfully request entry of the above amendments as they place the application in condition for allowance. This paper is being filed with an RCE.

Interview of April 2, 2003

Applicants again thank the Examiner and his supervisor for the interview of April 2, 2003. Applicants are surprised that the Examiner repeated the rejections under 35 U.S.C. § 112, first and second paragraphs. Applicants request the Examiner withdraw these rejections for the following reasons.

During the interview of April 2, 2003, Applicant's representative explained the invention. Next, he asked if there were any questions regarding the "interpreter" as used in the claims. Both the Examiner and his supervisor indicated that there was no confusion regarding the term "interpreter." Rather, the confusion related to the difference between the terms "event-driven" and "serial-driven" code.

This conclusion is referenced by the fact that the Examiner's Interview Summary of April 2, 2003, highlights the discussion regarding the "event-driven" and "serial-driven" code and not the discussion regarding the "interpreter," as there was no remaining issue with regards to the "interpreter."

Also, the language modified by Applicants in the last response pertained to the language discussed during the interview, namely the distinction between the "event-driven" and "serial-driven" code. If there was an issue with the "interpreter", Applicants would have addressed it. This issue being no longer relevant, Applicants did not amend the relevant language.

Further, Applicants pointed out this conclusion reached by the Examiner in Applicants' response of May 19, 2003, where Applicants stated:

“ Claims 1-14 stand rejected under 35 U.S.C. § 112, first paragraph. In particular, the Examiner noted that:

“The interpreter reinterpreting the serial execution code into a second event-driven program is not disclosed in the specification.”

During the interview, the Examiner indicated that there was no remaining question regarding the interpreter. However, the Examiner requested clarification of the term “serial execution code.” He indicated that a rejection under 35 U.S.C. § 112, second paragraph may be made.”

See page 6, lines 10-17, of the Amendment of May 19, 2003.

Moreover, Applicants’ representative’s comments regarding the portions of the specification related to the event/serial code distinction, not necessarily for the support for the “interpreter” as claimed. If the Examiner had indicated during the interview that the “interpreter” language was still an issue, Applicants’ representative would have provided support for that recitation as well. However, the Examiner indicated during the interview that the “interpreter” language was no longer an issue.

As the Examiner has reinstated the rejection, Applicants’ have amended the term “interpreter” to clarify its meaning. Applicants have amended claims 1 and 8 to relate to a “converter” rather than an “interpreter.” Support for this amendment is found on page 7, lines 14-18, and page 7, line 30, through page 8, line 3, of the present specification. The claims are not being limited by this modification. Rather, the language of the claims is being modified to more fully comport with the language of the specification.

Election/Restriction

Applicants acknowledge the Examiner’s election and withdrawal of claims 17-20 from prosecution.

Rejection over Ingham

The Examiner repeated the content of the rejection of the claims over Ingham. The rationale was that the Examiner could not find support in the specification for the interpreter. Now that the rejections under 35 U.S.C. § 112, first and second paragraphs, have been overcome, Applicants indicate why the pending claims are allowable over Ingham.

Claims 1-4, 6-11, and 13-14 stand rejected under 35 U.S.C. § 102(b) as being anticipated by Ingham (D.B. Ingham, "W3Objects: A Distributed Object-Oriented Web Server," Sixth International World-Wide Web Conference, Santa Clara, California, April, 1997). This rejection is respectfully traversed.

Claims 1 and 8 recite, among other things, interpreting event-driven programs into serial execution code and reinterpreting the serial execution code into second event-driven programs. Ingham does not disclose a conversion between serial execution code and event-driven programs.

At the first bullet on page 2, Ingham states that W3Objects:

"supports arbitrary allocation of services to processes and processes to machines, in a manner which is completely transparent to users."

From this brief statement, it is unclear how the Examiner interprets Ingham to relate to conversion between serial execution code and event-driven programs. There is no support shown by the Examiner for converting:

"said event-driven programs into serial execution code including a markup language"

Ingham fails to teach or suggest a distinction between "event-driven programs" and "serial execution code including markup language" as claimed. Without more information explicitly disclosing a conversion between serial execution code and event-driven programs, Ingham fails to anticipate claims 1 and 8.

To anticipate, the prior art reference must disclose, either expressly or inherently, "each and every element as set forth in the claim." In re Robertson, 169 F.3d 743, 745 (Fed. Cir. 1999) (quoting Verdegaal Bros., Inc. v. Union Oil Co., 814 F.2d 628, 631 (Fed. Cir. 1987)). Ingham does not expressly disclose a conversion between serial execution code and event-driven programs, nor does it do so inherently.

To establish inherency, the extrinsic evidence "must make clear that the missing descriptive matter is necessarily present in the thing described in the reference, and that it would

be so recognized by persons of ordinary skill. . . . The mere fact that a certain thing may result from a given set of circumstances is not sufficient.” Id. (quoting *Continental Can Co. v. Monsanto Co.*, 948 F.2d 1264, 1268 (Fed. Cir. 1991)). Ingham does not make clear that a conversion between serial execution code and event-driven programs “is necessarily present,” so it neither inherently nor expressly discloses such a conversion. Therefore, Ingham does not anticipate claims 1 and 8. Because Ingham does not teach each and every aspect of the claim 1 and 8 invention, it is respectfully submitted that the rejection is improper and should be withdrawn.

Claims 2-4 and 6-7 depend from claim 1 and are allowable for at least the reasons set forth above for claim 1. Claims 9-11 and 13-14 depend from claim 8 and are allowable for at least the reasons set forth above for claim 8.

Claims 5 and 12 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Ingham. This rejection is respectfully traversed. Claim 5 depends from claim 1, and claim 12 depends from claim 8. As noted above, Ingham does not teach a conversion between serial execution code and event-driven programs. Therefore, applicants respectfully submit that claim 5 is allowable for at least the reasons set forth above for claim 1 and further in view of the novel features claimed therein. Similarly, applicants respectfully submit that claim 12 is allowable for at least the reasons set forth above for claim 8 and further in view of the novel features claimed therein. Therefore, it is respectfully submitted that the rejection is improper and should be withdrawn.

Claims 15-16 stand rejected under Ingham as well. Applicants submit these claims are allowable at least for the reasons set forth above.


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Amendment dated October 21, 2003
Reply to Office Action of July 21, 2003

All rejections having been addressed, Applicants respectfully submit that the instant application is in condition for allowance, and respectfully solicit prompt notification of the same.

Respectfully submitted,

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